

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WATER VALLEY METROPOLITAN DISTRICT NO. 3
CONCERNING THE IMPOSITION
OF DISTRICT SERVICE FEE INCLUDING OPERATIONS AND MAINTENANCE,
COVENANT ENFORCEMENT, ARCHITECTURAL REVIEW**

THIS RESOLUTION CONCERNING THE IMPOSITION OF DISTRICT SERVICE FEES INCLUDING OPERATIONS AND MAINTENANCE, COVENANT ENFORCEMENT, AND ARCHITECTURAL REVIEW (the "Resolution") is made and entered into by the Water Valley Metropolitan District (the "District") to be effective as of the 18th day of September, 2023.

WHEREAS, the District is authorized pursuant to §32-1-1001(1)(j)(I) of the Colorado Revised Statutes ("C.R.S."), to fix and impose fees, rates, tolls, charges and penalties for services, programs or facilities provided by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Service Plan for Water Valley Metropolitan District (the "Service Plan") similarly empowers the District to impose fees, rates, tolls, charges and penalties for services and facilities provided by the District; and

WHEREAS, pursuant to §32-1-1004(8), C.R.S., the District is authorized and empowered to provide covenant enforcement and design review services within the District and to take over most or all of the functions of a homeowners association ("HOA") as law permits so long as the revenues used to provide such services are derived from the area in which the services are furnished; and

WHEREAS, the District has decided to authorize and implement the establishment of an annual fee that would encompass District Services including operations and administration fees, covenant enforcement, architectural review and district maintenance fees for provision of services and handling of all HOA type costs, expenses and services as permitted by statute to be performed by the District, which would include use and service fees for facilities and amenities within the District and the HOA (collectively referred to hereinafter as the "Service Fees"). The Service Fees will be calculated on an annual basis during the District's annual budget process taking into consideration those funds traditionally and reasonably assessed by an HOA for operations and maintenance, capital reserves. The Service Fees will replace the HOA Fees and eliminate the need to assess a separate HOA Fee. The Service Fees will be charged on an annual basis against all residential dwelling units that have the necessary utilities in place to provide all required services to qualify for a certificate of occupancy within the boundaries of the District as reflected in the attached **Exhibit A**, which may be amended from time to time; and

WHEREAS, the Service Fees will be used to pay for the District's costs and expenses related to services and facilities provided by the District, including, but not limited to the landscaping, parks, open space, greenbelts, and recreation facilities, improvements, and services along with the assumption of most or all of the functions traditionally handled by a HOA; and

WHEREAS, the District has decided to apply the District Service Fees to residential and multi-family dwelling units within the District as that revenue will be used to offset amenities, services, facilities and costs that benefit residents and property owners. The Service Fee revenue will also serve to increase the District's revenue stream at an earlier point in time to the benefit to the District's future residents, property owners and taxpayers, by using the Service Fees rather than mill levies to help pay for these contemplated costs in the operations and administration and provision of services within or benefiting the constituents of the District who use its facilities and services; and

WHEREAS, the District and the Developer have determined that it is not economical or desirable to have a HOA and the District provide concurrent services. Rather, it would be advantageous to have the District provide HOA functions, including design review and covenant enforcement, and provide for recreation-related facilities, services and other amenities. Policies and procedures will be implemented on a periodic basis through public meetings held to approve any changes to those rules and regulations of the District. A copy of those current policies adopted and implemented will be attached to this Resolution as **Exhibit B** and incorporated, ratified and approved by reference; and

WHEREAS, the District believes that imposing the Service Fees on each of the residential dwelling unit and property granted a certificate of occupancy within the District, the elimination of the need to have an HOA perform the same or similar services and impose any additional fees, as well as the benefits and efficiencies in having the District undertake and perform traditional HOA functions to the extent allowed by law, shall serve to increase the District's revenue stream, reduce the number and amount of fees assessed against property owners, and shall be a benefit to the District's residents, property owners and taxpayers, and

WHEREAS, the District desires to continue to impose the Service Fees against the residential dwelling units that have pulled a certificate of occupancy with the City of Colorado Springs within the District on an annual basis.

NOW THEREFORE, the Board of Directors of the District hereby RESOLVES as follows:

1. The Service Fees shall initially be set at Three Hundred Dollars (\$300.00) per year and shall be due and payable in one (1) lump sum payment on January 1, and shall be assessed against all residential dwelling units that have a certificate of occupancy at the time of issuance of a certificate of occupancy or at the closing of a sale of a residential dwelling unit to a third party within the District and shall be assessed residential dwelling units on an annual basis. Service Fees will be due and owing from the owner of a residential dwelling unit beginning at the time of closing with a third party owner and shall be prorated for that calendar year from the date of the closing, if needed. The Service Fees may be adjusted in the future based upon the District's annual budget. These fees shall be reviewed and amended as necessary each year at the time of budget approval.

2. The Service Fees on a platted lot which has been granted a certificate of occupancy for a building, or for residential lots which are transferred to another builder or end

user are due and payable at the time of building permit or upon closing and transfer to a new owner (i.e. other than the original land owner or developer). The Fee will be assessed from the date of that certificate of occupancy issuance or closing on the property. The Service Fees on a platted lot will be at a minimum the same rate as a residential unit, but may be adjusted due to added landscape or other conditions. Service Fees on platted lots will be reviewed when the architectural design application is submitted with the site plans to the District and collected, if necessary at the time of certificate of occupancy or closing of transfer of the lot from the owner to a builder. The Service Fees shall be due and payable in one (1) lump sum payment on January 1, and shall be prorated for the portion of the quarter in which Service Fee is in effect.

3. The Service Fees shall primarily be used for the assumption of the HOA functions, covenant enforcement, district administrative and maintenance service expenses in conjunction with services for the users, etc. Those costs of the District include, but are not limited to, operations and maintenance of landscaping and common areas, operations and maintenance of the park and recreation facilities and improvements, and other district operations and maintenance costs associated with maintaining the amenities, public improvements and the costs associated with the District assuming the ownership and operation of all facilities, improvements and services traditionally provided by a HOA as permitted by Colorado law. The primary purpose of the fee is to defray the cost of services to those charged. The Service Fees shall be due and owing to Water Valley Metropolitan District.

4. Any Service Fees contemplated herein that are not paid in full within fifteen (15) days after the scheduled due date shall be assessed a late fee of fifteen dollars (\$15.00), per §29-1-1102(3), C.R.S. Pursuant to §29-1-1102(7), C.R.S., interest will also accrue on any outstanding Service Fees, exclusive of assessed late fees, at the rate of eighteen percent (18%) per annum.

5. All Service Fees shall be due, owing and payable to the District, in cash or an equivalent form made payable to "Water Valley Metropolitan District." In the event that any Service Fees established hereunder remains unpaid thirty-one (31) days after its respective due date, the District's General Counsel shall undertake collection efforts for any and all outstanding amounts. All collections efforts shall be made pursuant to, and in accordance with, applicable state and federal laws. The District's General Counsel shall be entitled to charge reasonable legal fees and any related costs and expenses to the owners of any such real property for said collection efforts.

6. Notwithstanding anything contained in this Resolution to the contrary, no Service Fees shall be due from, or with respect to, any real property within the District for: (a) any school site dedicated to a school district, provided that the acreage of said site does not exceed eleven (11) acres; (b) any property dedicated or conveyed to a homeowners association serving property within the Districts, which does not exceed ten (10) acres; and/or (c) any property required by the City of Colorado Springs to be dedicated to the City of Colorado Springs, the public, or any other governmental entity for public rights-of-way, or that is required to be conveyed to another special district for the operation of public facilities including, but not limited to, streets, trails, sidewalks, landscape areas and similar facilities.

7. In addition, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with the design review and covenant enforcement services assumed by the District to ensure that such costs are the responsibility of the benefitted District residents. All such fees shall be based upon the District's determination that such fees do not exceed reasonable annual market fee for users of such facilities.

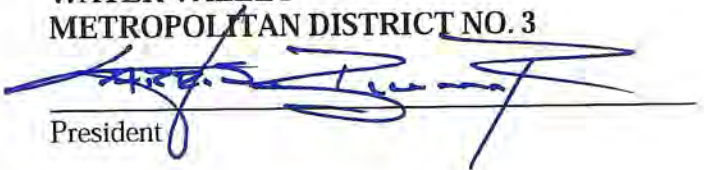
8. All Service Fees and all other fees, rates, tolls, charges and penalties contemplated herein shall, until paid, constitute a perpetual lien on and against the property served or to be served by any improvements provided by the District or to be provided by the District within a reasonable amount of time. All such liens shall be in a senior position as against all other liens of record affecting the property served or benefited, or to be served or benefited by improvements of the District and shall run with the Property as defined in the Covenants and Restrictions of Water Valley Metropolitan District and remain in effect as to any portion of such property on which the appropriate fee has not been paid. All liens contemplated herein may be foreclosed in any manner authorized by law at such time as the District may determine that fees hereunder have not been paid as required.

9. If any clause or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Resolution as a whole but shall be severed here from, leaving the remaining clauses or provisions in full force and effect.

10. This Resolution supersedes any and all prior Resolutions approved and adopted by the District concerning Service Fees. All such prior Resolutions are hereby null and void, being superseded in their entirety by this Resolution.

ADOPTED AND APPROVED to be effective as of the 18th day of September, 2023.

**WATER VALLEY
METROPOLITAN DISTRICT NO. 3**



President

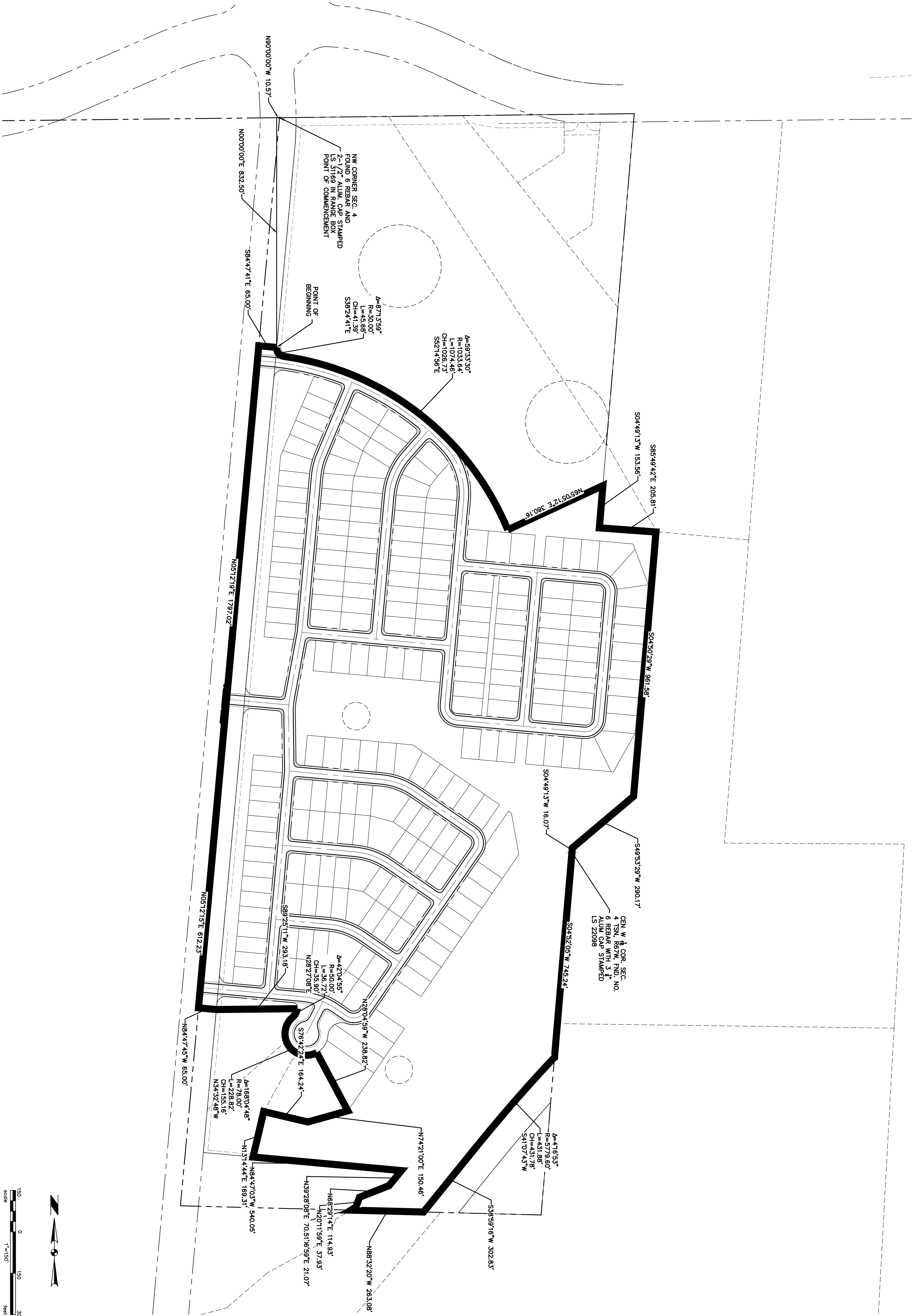
ATTEST:



Secretary

EXHIBIT A

**Description of Property Subject to District Service Fees Including Covenant Enforcement,
Administration, Operations and Maintenance Fees
(Water Valley Metropolitan Districts No. 3)**

[illegible]

UNKNOWN	JSL
CHECKED	DAP
DESIGNED	JSL
FILENAME	0411_Exhibit C - BOUNDARY MAP

WATER VALLEY METRO DISTRICT 3

EXHIBIT C - BOUNDARY MAP

TST

TST, INC.
CONSULTING ENGINEERS
748 Whidlers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

EXHIBIT "A"

LEGAL DESCRIPTION WATER VALLEY METROPOLITAN DISTRICT 3

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO.

THENCE WEST A DISTANCE OF 10.57 FEET;

THENCE SOUTH A DISTANCE OF 832.50 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 87°13'59", AN ARC LENGTH OF 45.68 FEET AND A CHORD THAT BEARS S 38°24'41" E A DISTANCE OF 41.39 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1033.64 FEET, A CENTRAL ANGLE OF 59°33'30", AN ARC LENGTH OF 1074.46 FEET AND A CHORD THAT BEARS S 52°14'56" W A DISTANCE OF 1026.73 FEET;

THENCE N 65°05'12" E A DISTANCE OF 380.16 FEET;

THENCE S 4°49'13" W A DISTANCE OF 153.56 FEET;

THENCE S 85°49'42" E A DISTANCE OF 205.81 FEET;

THENCE S 4°50'29" W A DISTANCE OF 961.58 FEET;

THENCE S 49°53'29" W A DISTANCE OF 290.17 FEET;

THENCE S 4°49'13" W A DISTANCE OF 16.07 FEET;

THENCE S 4°52'06" W A DISTANCE OF 745.24 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5779.60 FEET, A CENTRAL ANGLE OF 04°16'53", AN ARC LENGTH OF 431.88 FEET AND A CHORD THAT BEARS S 41°07'43" E A DISTANCE OF 431.78 FEET;

THENCE S 38°59'16" W A DISTANCE OF 302.83 FEET;

THENCE N 88°32'20" W A DISTANCE OF 263.08 FEET;

THENCE N 58°06'59" E A DISTANCE OF 21.07 FEET;

THENCE N 20°11'59" E A DISTANCE OF 37.93 FEET;

THENCE N 68°29'14" E A DISTANCE OF 114.93 FEET;

THENCE N 39°28'08" E A DISTANCE OF 70.51 FEET;

THENCE N 84°47'03" W A DISTANCE OF 540.05 FEET;

THENCE N 13°14'44" E A DISTANCE OF 169.31 FEET;

THENCE S 76°42'24" E A DISTANCE OF 164.24 FEET;

THENCE N 74°21'00" E A DISTANCE OF 150.46 FEET;

THENCE N 28°04'59" W A DISTANCE OF 238.82 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 168°04'48", AN ARC LENGTH OF 228.82 FEET AND A CHORD THAT BEARS N 34°32'48" W A DISTANCE OF 155.16 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 42°04'55", AN ARC LENGTH OF 36.72 FEET AND A CHORD THAT BEARS N 28°27'08" E A DISTANCE OF 35.90 FEET;

THENCE S 89°25'11" W A DISTANCE OF 293.18 FEET;

THENCE N 84°47'45" W A DISTANCE OF 65.00 FEET;

THENCE N 5°12'15" E A DISTANCE OF 612.23 FEET;

THENCE N 5°12'19" E A DISTANCE OF 1797.02 FEET;

THENCE S 84°47'41" E A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 78.73 ACRES MORE OR LESS AND IS SUBJECT TO ALL RIGHTS—OF—WAY, EASEMENTS, AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT A — LEGAL DESCRIPTION
DATE: AUGUST 2022
JOB NO. 0732.0411.00
SHEET 1 OF 1



TST, INC. CONSULTING ENGINEERS



748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

EXHIBIT B

Fine and Enforcement Policies of Water Valley Metropolitan Districts *(if applicable)*

SCHEDULE OF FINES

Violation	Amount of Fine			Thereafter	Assesses
	1st	2nd	3rd		
Architectural Committee Review and Approval Required	Warning	\$50	\$100	\$200	Bi-Weekly
Architectural Review, Improvement not Conforming to Request/Approval	Warning	\$50	\$100	\$200	Bi-Weekly
Residential Use: Professional or Home Occupation	Warning	\$50	\$100	\$200	Bi-Weekly
Declaration of Covenants, other Not Listed	Warning	\$50	\$100	\$200	Bi-Weekly
Drainage & Irrigation	Warning	\$50	\$100	\$200	Bi-Weekly
Household Pets	Warning	\$50	\$100	\$200	Bi-Weekly
Leases	Warning	\$50	\$100	\$200	Bi-Weekly
Vehicle Parking, Storage and Repairs	Warning	\$50	\$100	\$200	Bi-Weekly
Light, Sound and Odors	Warning	\$50	\$100	\$200	Bi-Weekly
Nuisances	Warning	\$50	\$100	\$200	Bi-Weekly
Hazardous Activities	Warning	\$50	\$100	\$200	Bi-Weekly
Completion of Landscaping	Warning	\$50	\$100	\$200	Bi-Weekly
Lot Maintenance	Warning	\$50	\$100	\$200	Bi-Weekly
Miscellaneous Requirement & Improvements Including Signage	Warning	\$50	\$100	\$200	Bi-Weekly
Temporary Structures	Warning	\$50	\$100	\$200	Bi-Weekly

Trash and Materials	Warning	\$50	\$100	\$200	Bi-Weekly
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*All notices subject to a certified letter fee in the amount of \$30, per mailing.

*Payments not received within 30 days of notice date will be subject to a \$15 penalty.

*Residential Rules, Guidelines & Site Restrictions (RIGSR) is available on the District's website.

*All watering matters, fines and billing inquiries need to be sent to Advance HOA (303) 482-2213.

EXHIBIT C

WATER VALLEY METROPOLITAN DISTRICT NO. 3 COLLECTION POLICY

(Effective as of September 18, 2023)

The District had adopted the following collection policies:

1. *Perpetual Lien.* Pursuant to § 32-1-1001(l)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “Lien”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All Liens contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

- a. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

2. *District’s Manager Procedures.* The District’s Manager, Accountant or Billing Agent (any of which are referred to herein as the “Manager”) is responsible for collecting Fees imposed by the District against the Property. In the event payment of Fees is delinquent, the Manager may perform the procedures listed below. The Fees are considered delinquent when they have not been paid by their corresponding due date (the “Delinquent Account”):

- a. *Thirty (30) Calendar Days Past Due:* A delinquent payment “Reminder Letter” may be sent to the address of the last known owner or occupant of the Property according to the Manager’s records. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the County Assessor’s Office (the “Assessor”) for the County in which the District is located (collectively, the “Property Address”). Said Reminder Letter may: (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the URL address of the District’s webpage where this Resolution is displayed, if available and requested by the Board.

- b. *Sixty (60) Calendar Days Past Due:* A "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; (2) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (3) explaining that the Manager can provide a copy of the Resolution upon request. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.
- c. *Delinquent Accounts Post Warning Letter:* The District Manager shall continue to monitor the Delinquent Account until either (i) the amount of the Fees owing on such Delinquent Account are equal to or greater than the amount that would be collected under the current rate for such Fees over a one year period, or (ii) the account is more than six (6) months past due, regardless of whether the Manager has performed the tasks outlined in this Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's General Counsel (the "General Counsel"). At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

3. *General Counsel Procedures.* Upon referral of a Delinquent Account from the Manager, General Counsel may perform the following:

- a. *Upon Referral of the Delinquent Account From the Manager:* A "Demand Letter" may be sent to the Property Address, notifying the Property owner that the Property has been referred to General Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.
- b. *No Sooner than Thirty (30) Calendar Days from the Postmark Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county where the Property is located (the "Clerk and Recorder") within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.
- c. *No Sooner than Ten (10) Calendar Days from the Postmark Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property.

Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Fees and Charges will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

4. *Foreclosure or Bankruptcy.* In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property.

5. **Penalties:** "Penalties" may be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

6. Waiver of Late Fees, Interest and Costs of Collections:

a. The Manager and General Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if either the Manager or General Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of Delinquent Fees and Charges. Notwithstanding the foregoing, neither the Manager nor General Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceeds One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor General Counsel is authorized to waive any portion of the Fees or Costs of Collections. Should the Property owner desire a waiver of such Fees and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the Board, Manager, or General Counsel, whether related to the Property in question or other properties within the District.

7. Payment Plans:

The Manager and General Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or General Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

8. Ratification of Past Actions:

All acts, omissions, waivers and/or payment plans heretofor undertaken by the Manager or General Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

9. Additional Actions:

The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

10. Supersedes Prior Resolutions:

This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of Delinquent Fees and Charges. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

11. Severability:

If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

12. Savings Provision:

The failure to comply with the procedures set forth herein shall not affect the status of the Delinquent Fees and Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or other authorized representative to take any action in accordance with the guidelines

provided herein shall not invalidate subsequent efforts to collect the Delinquent Fees and Charges.